

**UNITED STATES
ENVIRONMENTAL PROTECTION AGENCY
Region 2**

IN THE MATTER OF:

Municipality of Culebra
P.O. Box 189
Culebra, Puerto Rico 0075

Parcelas Culebra Lot Development

RESPONDENT

Proceeding for the assessment of a civil penalty pursuant to Section 309(g)(2)(A) of the Clean Water Act, 33 U.S.C. § 1319(g)

**CONSENT AGREEMENT
AND FINAL ORDER**

**DOCKET NUMBER
CWA-02-2010-3358**

REGIONAL HEARING
CLERK

2014 SEP 11 PM 2:34

U.S. Environmental
Protection Agency-Reg 2

CONSENT AGREEMENT AND FINAL ORDER

Complainant, the United States Environmental Protection Agency ("EPA"), having issued the Complaint referenced herein on September 17, 2010, against the Municipality of Culebra ("Respondent"), and

Complainant and Respondent having agreed that settlement of this matter is in the public interest, and that entry of this Consent Agreement and Final Order ("CA/FO") without further litigation is the most appropriate means of resolving this matter;

NOW, THEREFORE, before the taking of any testimony, upon the pleadings, without adjudication of any issue of fact or law, and upon consent and agreement of the Parties, it is hereby agreed, and ordered as follows:

I. PRELIMINARY STATEMENT

1. EPA initiated these proceedings for the assessment of civil penalties, pursuant to Section 309 of the Clean Water Act ("CWA" or the "Act"), 33 U.S.C. § 1319.
2. The Complaint against Respondent alleges violations of Sections 301 and 402 of the Act, 33 U.S.C. §§ 1311 and 1342, for its failure to apply for and obtain permit coverage under the 2008 National Pollutant Discharge Elimination System ("NPDES") General Permit for Discharges from Large and Small Construction Activities ("2008 NPDES CGP") prior to commencement of

construction activities and discharge of pollutants without a permit from the Parcelas Culebra Lot Development (the "Project") into waters of the United States.

3. EPA notified the Commonwealth of Puerto Rico regarding the actions taken against Respondent and offered an opportunity for the Commonwealth of Puerto Rico to confer with EPA on the proposed penalty assessment, pursuant to 40 C.F.R. Part 22.
4. This action was public noticed on January 25, 2011. No public comment was received.
5. The Parties have conducted good faith negotiations, which included meetings and conference calls, with the goal to settle the claims alleged in the Complaint. Accordingly, Respondent did not file an answer to the Complaint.
6. This CA/FO shall apply to and be binding upon Respondent, its officers, directors, employees, successors and assigns, including, but not limited to, subsequent purchasers.
7. Respondent stipulates that EPA has jurisdiction over the subject matter alleged in the Complaint and that the Complaint states claims upon which relief can be granted against Respondent. Respondent waives any defenses they might have as to jurisdiction and venue, and, without admitting or denying the factual or legal allegations contained in the Complaint, consent to the terms of this CA/FO.
8. Respondent hereby waives its right to a judicial or administrative hearing or appeal on any issue of law or fact set forth in the Complaint.

II. TERMS OF SETTLEMENT

9. Pursuant to Section 309(g) of the Act, 33 U.S.C. § 1319(g), the nature, circumstances, extent and gravity of the violations, Respondent's agreement to perform a Supplemental Environmental Project ("SEP" or "the Project") with a total expenditure of not less than FORTY ONE THOUSAND EIGHT HUNDRED DOLLARS (\$41,800.00) and other relevant factors, EPA has determined that an appropriate civil penalty to settle this action is in the amount of THREE THOUSAND TWO HUNDRED DOLLARS (\$3,200.00). Respondent shall pay this civil penalty in accordance with paragraph 13 of this Consent Agreement.
10. For purposes of settlement, Respondent consents to the issuance of this Consent Agreement, consents to the payment of the civil penalty and to the performance of the SEP in the amounts cited in paragraph 9, above.

II.A. Penalty

11. No later than thirty (30) days after the Effective Date of this Order, as defined in the Final Order (refer to Section III of this document), Respondent shall pay the amount of **THREE THOUSAND TWO HUNDRED DOLLARS (\$3,200.00)**.
12. Respondent shall pay the civil penalty of **THREE THOUSAND TWO HUNDRED DOLLARS (\$3,200.00)** by check, payable to the "Treasurer of the United States of America", electronically (i.e. wire or automated clearinghouse) or on line payment.
13. Respondent shall clearly identify, regardless of the chosen form of payment, the name and docket number of the case, set forth in the caption on the first page of this document. Payment methods are described below:
 - a. If Respondent chooses to pay by cashiers' or certified check, the check shall be mailed mail to:

BY U.S. POSTAL SERVICE

US Environmental Protection Agency
Fines and Penalties
Cincinnati Finance Center
PO Box 979077
St. Louis, MO 63197-9000

BY OVERNIGHT MAIL

U.S. Bank
1005 Convention Plaza
Mail Station SL-MO-C2GL
ATTN Box 979077
St. Louis, MO 63101
Contact: Natalie Pearson
314-418-4087

- b. If Respondent chooses to pay electronically, the transfer shall be made to:

BY WIRE TRANSFER

Federal Reserve Bank of New York
ABA = 021030004
Account = 68010727
SWIFT address = FRNYUS33
33 Liberty Street
New York, NY 10045.

Field Tag 4200 of the Fedwire message should read "D 68010727
Environmental Protection Agency."

BY AUTOMATED CLEARINGHOUSE (ACH) (also known as REX or remittance express)

ACH for receiving US currency
PNC Bank
808 17th Street, NW
Washington, DC 20074
ABA = 051036706
Transaction Code 22 - checking
Environmental Protection Agency
Account 310006—CTX Format
Contact: Jesse White 301-887-6548.

- c. On Line Payment Option is available through the Department of Treasury. This payment option can be accessed through WWW.PAY.GOV. Enter sfo 1.1 in the search field. Open form and complete required fields.

Respondent shall send prove of payment of the civil penalty of THREE THOUSAND TWO HUNDRED DOLLARS (\$3,200.00) to each of the following:

Jaime López
Environmental Scientist
Multimedia, Permits and Compliance Branch
Caribbean Environmental Protection Agency
U.S. Environmental Protection Agency Region 2
City View Plaza II, Suite 7000
#48 RD. 165 km 1.2
Guaynabo, PR 00968-8069
Fax number: (787) 289-7104;

Evelyn Rivera-Ocasio, Esq.
Assistant Regional Counsel
Office of Regional Counsel, Caribbean Team
US Environmental Protection Agency, Region 2
City View Plaza II, Suite 7000
#48 RD. 165 km 1.2
Guaynabo, PR 00968-8069
Fax number: (787) 289-7104;

and

Karen Maples
Regional Hearing Clerk
U.S. Environmental Protection Agency
Office of the Regional Counsel
290 Broadway, 16th Floor
New York, NY 10007
Fax number: (212) 637-3115.

14. Failure to pay the civil penalty in full according to the above provisions will result in a referral of this matter to the United States Department of Justice or the United States Department of the Treasury for collection.
15. Further, if the payment is not received on or before the due date, interest will be assessed at the annual rate established by the Secretary of Treasury pursuant to the Debt Collection Act, 31 U.S.C. § 3717, on the overdue amount from the due date through the date of payment. In addition, a late payment handling charge of \$15.00 will be assessed for each 30 day period (or any portion thereof) following the due date in which the balance remains unpaid. A 6% per annum penalty also will be applied on any principal amount not paid within 90 days of the due date.
16. In addition, pursuant to Section 309(g)(9) of the Clean Water Act, 33 U.S.C. § 1319(g)(9), if payment is not received by the due date, a quarterly nonpayment penalty will be imposed for each calendar quarter during which such nonpayment persists. The quarterly nonpayment penalty is 20% of the aggregate amount of penalties and quarterly nonpayment penalties which are unpaid as of the beginning of such quarter.
17. Respondent also may be required to pay attorney's fees and costs for collection proceedings in connection with nonpayment.
18. The penalty to be paid is a civil penalty assessed by the EPA and shall not be deductible from the Respondent's federal or Commonwealth of Puerto Rico taxes.

II.B. Supplemental Environmental Project

19. Respondent shall complete the following SEP, which the Parties agree is intended to secure significant environmental and public health protection and improvement:
 - a. The Municipality of Culebra is required to design, develop and implement the connection of approximately thirty five to forty (35-40) individual residences to the Puerto Rico Aqueduct and Sewer Authority ("PRASA") sewage collection system. The Municipality of Culebra has identified that the residences that are the subject of the Project, which are located in the Clark and Villa Muñeco Communities, collect and process their residential

wastewater into individual septic systems that potentially are operating improperly and causing discharges of untreated residential wastewater, which include sewage, into waters of the United States. (The technical specifications of the Project are included in the *SEP Proposal*, attached hereto as *Exhibit A* and incorporated herein by reference).

This Project is a pollution reduction project. The goal of the Project is to reduce the potential discharge of pollutants (sewage) that can leak from the residential septic systems and reach the Lobina Lagoon, a water of the United States. The implementation of the Project will also reduce the nutrient stressors to marine and coral reef ecosystems of Culebra due to the hydrological connection between the Lobina Lagoon and the Atlantic Ocean.

b. **Within forty five (45) days from the effective date of this CA/FO, as defined in the Final Order (refer to Section III of this document)**, Respondent shall submit a Work Plan to accomplish the SEP described in Paragraph 19.a. above, to include, at a minimum:

- i. A detailed schedule for all activities required to design, develop and implement the connection of the residential septic systems of the subject residences to PRASA's sewage collection system (as required by paragraph 19.a, above).
- ii. The Work Plan shall include the obligation to submit Quarterly Progress Reports. Each quarterly period shall consist of ninety-day (90-day) cycles and the quarterly periods shall run consecutively. The first quarterly period shall begin on the effective date of this Order (as defined in Section III below). The Respondent shall be required to submit each quarterly progress report no later than fifteen (15) days after the expiration of each ninety (90) day period. Based on this subparagraph, the Respondent has to submit in its Work Plan the estimated submission dates of the Quarterly Progress Reports required.

Respondent may consult with EPA while developing the Work Plan, to ensure timely submission of an approvable Work Plan, including submittal of drafts of the Work Plan to EPA for EPA's review and comments. EPA shall cooperate with Respondent in this consultation process providing input and recommendations to assist Respondent in achieving a Work Plan that is reasonably acceptable to EPA.

c. If EPA approves the Work Plan required by paragraph 19.b. above, EPA shall provide written notice of the Work Plan approval.

- d. If EPA approves the Work Plan required by paragraph 19.b. above, the EPA approved Work Plan shall be incorporated by reference into this CA/FO and shall be binding and enforceable.
 - e. In the event that EPA disapproves the Work Plan required by paragraph 19.b. above, in whole or in part, within twenty (20) calendar days of receipt of EPA's disapproval, Respondent shall revise and re-submit such work plan for EPA review and approval.
 - f. Upon re-submission of the Work Plan pursuant to paragraph 19.e above, EPA will review it and will inform Respondent, in writing, of EPA's approval, modification and approval, or disapproval of the re-submitted Work Plan, in whole or in part, and the specific grounds for any disapproval.
 - g. If EPA elects to request modifications of the re-submitted Work Plan pursuant to paragraph 19.e above, EPA will permit Respondent the opportunity to object in writing to the notification of deficiency given pursuant to paragraph 19.f within twenty (20) calendar days of receipt of such notification. EPA and Respondent shall have an additional twenty (20) calendar days from the receipt by EPA of the notification of Respondent's objection to reach agreement on changes necessary to the re-submitted Work Plan. If agreement cannot be reached on any such issue within this twenty (20) calendar day period, EPA shall provide a written statement of its decision on the adequacy of the requested modifications of the re-submitted Work Plan, which decision shall be final and binding upon Respondent.
 - h. Respondent shall begin implementation of EPA's approved Work Plan within ten (10) calendar days of receipt of the written approval notification in accordance to paragraph 19.c, 19.f or 19.g above.
 - i. The SEP as described in Paragraph 19.a. above shall be achieved in accordance with this CA/FO and the final Work Plan approved by EPA.
 - j. The SEP shall be completed within three hundred and sixty-five (365) days from the effective date of this CAFO (as defined in Section III below).
20. In the event that either of the parties proposes a change to the SEP and/or final EPA approved Work Plan, Respondent shall submit for EPA approval, modification and approval, or disapproval, a modified Work Plan incorporating such proposed changes following the procedures in paragraphs 19.c through 19.g. above.
21. **Federal Tax:** For Federal Income Tax purposes Respondent agree that they will neither capitalize into inventory or basis nor deduct any costs or expenditures incurred in performing the SEP.

22. **SEP Cost:** The total expenditure for the SEP, at cost to the Respondent, shall be not less than FORTY ONE THOUSAND EIGHT HUNDRED DOLLARS (\$41,800.00). Respondent shall include documentation of the expenditures made in connection with the SEP as part of the SEP Completion Report.
23. **Certification:** Respondent hereby certifies that, as of the date of this CA/FO, Respondent is not required to perform or develop the SEP by any federal, state or local law or regulation; nor is Respondent or Third Party (if applicable) required to perform or develop the SEP by any other agreement, grant or as injunctive relief in this or any other case. Respondent or a Third Party (if applicable) also certifies that is not receiving any federal funds to perform any activity related to the SEP. Respondent further certifies that it have not received, and is not presently negotiating to receive, credit in any other enforcement action for the SEP.
24. **SEP Completion Report:** Respondent shall submit a SEP Completion Report to EPA within sixty (60) calendar days after the completion of all activities that are part of the Work Plan. The SEP Completion Report shall contain the following information:
- a. a detailed description of the SEP as implemented;
 - b. a map of indicating the location of all the residences that were connected to the municipal sewer collection system;
 - c. a description of any operating problems encountered and the solutions thereto;
 - d. itemized costs:
 - i. In itemizing its costs in the SEP Completion Report, Respondent shall clearly identify and provide acceptable documentation for all eligible SEP costs. Where the SEP Completion Report includes costs not eligible for SEP credit, those costs must be clearly identified as such. For purposes of this paragraph, "acceptable documentation" includes invoices, purchase orders, or other documentation that specifically identifies and itemizes the individual costs of the goods and/or services for which payment is being made. Canceled drafts do not constitute acceptable documentation unless such drafts specifically identify and itemize the individual costs of the goods and/or services for which payment is being made;
 - e. certification that the SEP has been fully implemented pursuant to the provisions of this CA/FO and the approved Work Plan; and

- f. description of the environmental, ecological and public health benefits resulting from implementation of the SEP (with a quantification of the benefits and pollutant reductions, if feasible).
25. In all documents or reports, including, without limitation, any SEP reports, submitted to EPA pursuant to this CA/FO, Respondent shall, by its officers, sign and certify under penalty of law that the information contained in such document or report is true, accurate, and complete by signing the following statement:
- “I hereby certify under penalty of law that I have examined and am familiar with the information submitted in this document and all attachments and that based on my inquiry of those individuals immediately responsible for obtaining the information, I believe that the information is true, accurate, and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fines and imprisonment.”
26. Respondent agrees that failure to submit the SEP Completion Report or any Periodic Report required shall be deemed a violation of this CA/FO and Respondent shall become liable for stipulated penalties pursuant to paragraph 31 below.
27. **Periodic Reports/Submissions:** Respondent shall submit any additional reports or information required by the Work Plan to EPA in accordance with the schedule and requirements recited therein. Respondent shall be required to submit each Quarterly Progress Report no later than fifteen (15) days after the expiration of each ninety (90) day period.
28. Respondent shall maintain legible copies of documentation of the underlying research and data for any and all documents or reports submitted to EPA pursuant to this CA/FO for a term of five (5) years after the implementation of the SEP and shall provide the documentation of any such underlying research and data to EPA not more than ten (10) working days after a request for such information.
29. **Public Statements:** Any public statement, oral or written, in print, film, or other media, made by Respondent making reference to the SEP, as specified in the SEP Proposal documents attached hereto as Exhibit A, shall include the following language: "This project was undertaken in connection with the settlement of an enforcement action taken by the U.S. Environmental Protection Agency for violations of the Clean Water Act." The public statement shall also be made in Spanish as follows: "*Este proyecto fue realizado como parte de un acuerdo legal con relación a una acción de cumplimiento por violaciones a la Ley Federal de Agua Limpia presentada por la Agencia Federal de Protección Ambiental de los Estados Unidos.*"

30. **EPA's Acceptance of SEP Completion Report:**

- a. After receipt of the SEP Completion Report described in Paragraph 24 above, EPA will notify Respondent, in writing, regarding: (i) any deficiencies in the SEP Completion Report itself along with a grant of an additional thirty (30) days for Respondent to correct any deficiencies; or, (ii) indicate that EPA concludes that the project has been completed satisfactorily; or, (iii) determine that the project has not been completed satisfactorily and seek stipulated penalties in accordance with Paragraph 31 below.
- b. If EPA elects to exercise option (i) above, i.e., if the SEP Completion Report is determined to be deficient but EPA has not yet made a final determination about the adequacy of SEP completion itself, EPA shall allow Respondent the opportunity to object in writing to the notification of deficiency given pursuant to this Paragraph within twenty (20) days of receipt of such notification. EPA and Respondent shall have an additional thirty (30) days from the receipt by EPA of the notification of objection to reach agreement on changes necessary to the SEP Completion Report. If agreement cannot be reached on any such issue within this thirty (30) day period, EPA shall provide a written statement of its decision on adequacy of the completion of the SEP to Respondent, which decision shall be reasonable and final and binding upon Respondent. Respondent agree to comply with any requirements imposed by EPA as a result of any failure to comply with the terms of this CA/FO. In the event the SEP is not completed as contemplated herein, as determined by EPA, stipulated penalties shall be due and payable by Respondent to EPA in accordance with Paragraph 31 below.

31. **Stipulated Penalties:**

- a. In the event that Respondent fails to comply with any of the terms or provisions of this Agreement relating to the performance of the SEP described in Paragraph 19.a. above and/or to the extent that the actual expenditures for the SEP do not equal or exceed the cost of the SEP described in Paragraph 22 above, Respondent shall be liable for stipulated penalties according to the provisions set forth below:
 - i. for failure to submit a Work Plan by its due date in accordance with paragraph 19.b above, Respondent shall pay a stipulated penalty in the amount of \$200 for each day after the Work Plan was due until it is submitted;
 - ii. for failure to re-submit an adequate Work Plan in accordance with paragraph 19.e above, beginning on the date that Respondent receive EPA's written notice of disapproval, in whole or in part,

Respondent shall pay a stipulated penalty in the amount of \$200 for each day after the Work Plan was due until it is submitted.

- iii. if Respondent timely submits a Work Plan but the Work Plan fails to satisfy EPA requirements as detailed in Paragraph 19.e, f, and g above, EPA shall provide written final notice of the disapproval. The SEP shall not be performed and Respondent shall pay a stipulated penalty in the amount of FORTY ONE THOUSAND EIGHT HUNDRED DOLLARS (\$41,800.00);
- iv. if the SEP is satisfactorily completed in accordance with Paragraph 19.a above, but Respondent expend less than the agreed forty one thousand eight hundred dollars (\$41,800.00) for the SEP project, Respondent shall pay a stipulated penalty equal to the difference between the amount of eligible SEP costs incurred by the Respondent and forty one thousand eight hundred dollars (\$41,800.00);
- v. if the SEP is not completed in accordance with Paragraph 19.a but: (a) Respondent certify, with supporting documentation, the amount of eligible costs expended on the SEP, and (b) EPA determines that the Respondent made good faith and timely efforts to complete the project, then, Respondent shall pay a stipulated penalty that is the difference between the eligible SEP costs incurred by Respondent and forty one thousand eight hundred dollars (\$41,800.00). If Respondent document that they, together with the third party (if applicable), did all that they could to ensure timely completion of the SEP but the SEP is not timely completed because of action, or inaction, on the part of the state government or a court, then it shall be deemed that the Respondent made good faith and timely efforts to complete the SEP project;
- vi. if Respondent halts or abandons work on the SEP as described in Paragraph 20.a. above, and after the Work Plan has been approved by EPA, but prior to its completion, Respondent shall pay a stipulated penalty of \$300 and shall also pay the difference between eligible costs incurred and forty one thousand eight hundred dollars (\$41,800.00);
- vii. for failure to submit the SEP Completion Report required by Paragraph 24 above, Respondent shall pay a stipulated penalty in the amount of \$200 for each day after the report was due until the report is submitted; and

- viii. for failure to submit any report required by Paragraph 27 above, Respondent shall pay a stipulated penalty in the amount of \$200 for each day after the report was originally due until the report is submitted.
- b. The determinations of whether the SEP has been satisfactorily completed and whether the Respondent have made a good faith, timely effort to implement the SEP shall be in the sole discretion of EPA.
- c. Respondent shall pay stipulated penalties within thirty (30) days after receipt of written demand by EPA for such penalties. Payment of stipulated penalties shall be made payable to the "Treasurer of the United States of America." Such check shall be mailed to:

U.S. Environmental Protection Agency
Fines and Penalties
Cincinnati Finance Center
PO Box 979077
St. Louis, MO 63197-9000.

The checks shall be identified with a notation of the name and docket number of this case, set forth in the caption on the first page of this document.

A copy of any penalty check and any transmittal letter shall be sent to each of the following:

Jaime López, Environmental Scientist
Multimedia, Permits and Compliance Branch
Caribbean Environmental Protection Agency
U.S. Environmental Protection Agency Region 2
City View Plaza II, Suite 7000
#48 RD. 165 km 1.2
Guaynabo, PR 00968-8069
Fax number: (787) 289-7104;

Evelyn Rivera-Ocasio, Esq.
Assistant Regional Counsel
Office of Regional Counsel, Caribbean Team
US Environmental Protection Agency, Region 2
City View Plaza II, Suite 7000
#48 RD. 165 km 1.2
Guaynabo, PR 00968-8069
Fax number: (787) 289-7104;

and

Karen Maples, Regional Hearing Clerk
U.S. Environmental Protection Agency
Office of the Regional Counsel
290 Broadway, 16th Floor
New York, NY 10007
Fax number: (212) 637-3115.

Interest and late charges on stipulated penalties shall be paid as stated in Paragraph 16 above.

II. C. General Provisions

32. The Respondent waives any right they may have pursuant to 40 C.F.R. § 22.8 to be present during discussions with or to be served with and to reply to any memorandum or communication addressed to the Director or the Regional Administrator where the purpose of such discussion, memorandum, or communication is to discuss a proposed settlement of this matter or to recommend that such official accept this Consent Agreement and issue the accompanying Final Order.
33. Nothing in this agreement shall be construed as prohibiting, altering, or in any way limiting the ability of EPA to seek any other remedies or sanctions available by virtue of Respondent' violation of this agreement or of the statutes and regulations upon which this agreement is based, or for Respondent' violation of any applicable provision of law.
34. This CA/FO shall not relieve Respondent of their obligation to comply with all applicable provisions of federal, state or local law, nor shall it be construed to be a ruling on, or determination of, any issue related to any federal, state or local permit, nor shall it be construed to constitute EPA approval of the equipment or technology installed by Respondent, if any, in connection with the SEP undertaken pursuant to this Agreement.
35. **Force Majeure:**
 - a. If any event occurs which causes or may cause delays in the completion of the SEP as required under this Agreement, Respondent shall notify Complainant in writing not more than 10 days after the delay or Respondent's knowledge of the anticipated delay, whichever is earlier. The notice shall describe in detail the anticipated length of the delay, the precise cause or causes of the delay, the measures taken and to be taken by Respondent to prevent or minimize the delay, and the timetable by which those measures will be implemented. The Respondent shall

adopt all reasonable measures to avoid or minimize any such delay. Failure by Respondent to comply with the notice requirements of this paragraph shall render this paragraph void and of no effect as to the particular incident involved and constitute a waiver of the Respondent's right to request an extension of its obligation under this Agreement based on such incident.

- b. If the parties agree that the delay or anticipated delay in compliance with this Agreement has been or will be caused by circumstances entirely beyond the control of Respondent, the time for performance hereunder may be extended for a period no longer than the delay resulting from such circumstances. In such event, the parties shall stipulate to such extension of time.
 - c. In the event that the EPA does not agree that a delay in achieving compliance with the requirements of this CA/FO has been or will be caused by circumstances beyond the control of the Respondent, EPA will notify Respondent in writing of its decision and any delays in the completion of the SEP shall not be excused and stipulated penalties, if applicable, will be imposed.
 - d. The burden of proving that any delay is caused by circumstances entirely beyond the control of the Respondent shall rest with the Respondent. Increased costs or expenses associated with the implementation of actions called for by this Agreement shall not, in any event, be a basis for changes in this Agreement or extensions of time under section (b) of this paragraph. Delay in achievement of one interim step shall not necessarily justify or excuse delay in achievement of subsequent steps.
36. This CA/FO constitutes a settlement by EPA of all claims for civil penalties pursuant to the Clean Water Act for the violations alleged in the Complaint. Nothing in this CA/FO is intended to, nor shall be construed to, operate in any way to resolve any criminal liability of the Respondent. Compliance with this CA/FO shall not be a defense to any actions subsequently commenced pursuant to Federal laws and regulations administered by EPA, and it is the responsibility of Respondent to comply with such laws and regulations.
37. Each undersigned representative of the parties to this Consent Agreement certifies that he or she is fully authorized by the party represented to enter into the terms and conditions of this Consent Agreement and to execute and legally bind that party to it.
38. Each party shall bear its own costs and attorney fees in connection with the action resolved by this CA/FO.


FOR RESPONDENT: Municipality of Culebra

BY: 

William I. Solis,
Mayor of the Municipality of Culebra

DATE: 5 sept. 2014.

FOR COMPLAINANT: U.S. Environmental Protection Agency - Region 2

BY:  _____

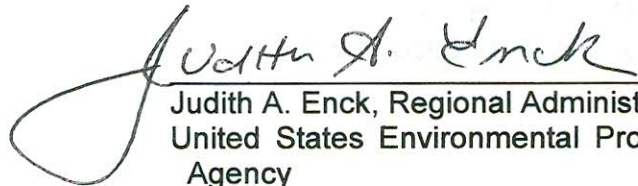
José C. Font, Director
Caribbean Environmental Protection Division
U.S. Environmental Protection Agency - Region 2
City View Plaza II, Suite 7000
#48 RD. 165 km 1.2
Guaynabo, PR 00968-8069

DATE: September 8, 2014

III. FINAL ORDER

The Regional Administrator of the U.S. Environmental Protection Agency Region 2, ratifies the foregoing Consent Agreement. The Agreement entered into by the Parties is hereby approved, incorporated herein, and issued as an Order. The Effective Date of this Order shall be the date of filing with the Regional Hearing Clerk, U.S. EPA Region 2, New York, NY.

9.8.14
Date



Judith A. Enck, Regional Administrator
United States Environmental Protection
Agency
Region 2
290 Broadway
New York, NY 10007-1866

UNITED STATES ENVIRONMENTAL PROTECTION AGENCY
REGION 2

IN THE MATTER OF:

Municipality of Culebra
P.O. Box 189
Culebra, Puerto Rico 0075

Parcelas Culebra Lot Development

RESPONDENT

Proceeding for the assessment of a civil
penalty pursuant to Section 309(g)(2)(A) of
the Clean Water Act, 33 U.S.C. § 1319(g)

**CONSENT AGREEMENT
AND FINAL ORDER**

**DOCKET NUMBER
CWA-02-2010-3358**

CERTIFICATE OF SERVICE

I certify that I have this day caused to be sent the foregoing **Consent Agreement and Final Order**, dated September 8, 2014, and bearing the above-reference docket number, in the following manner to the respective addressees below:

**ORIGINAL AND COPY BY ELECTRONIC MAIL AND UPS TO:
AND UPS TO:**

Karen Maples, Regional Hearing Clerk
Region 2
U.S. Environmental Protection Agency
290 Broadway, 16th Floor
New York, NY 10007-1866
maples.karen@epa.gov

Helen S. Ferrara, Presiding Officer
Region 2
U.S. Environmental Protection Agency
290 Broadway, 16th Floor
New York, NY 10007-1866
ferrara.helen@epa.gov

COPY TO RESPONDENT BY ELECTRONIC MAIL AND CERTIFIED MAIL, RETURN RECEIPT TO:

Attorneys for Respondent Municipality of Culebra

Celso Rivera-Flores, Esq.
Bufete Frank Torres-Viada C.S.P.
PO Box 192084
San Juan, Puerto Rico 00919
crivera@ftorres-viada.com
riveracelso@hotmail.com

Beatriz Hernández-Toro, Esq.
Bufete Frank Torres-Viada C.S.P.
PO Box 192084
San Juan, Puerto Rico 00919
bhernandez@ftorres-viada.com
beatriz.hernandezpr@gmail.com

September 9, 2014
Date

Aileen Say
NAME